



# Vessel Mooring Agreement

Port of Kodiak -- Harbor Department  
403 Marine Way, Kodiak, AK 99615  
(907) 486-8080 (8090 fax)

Customer \_\_\_\_\_ / \_\_\_\_\_

### Vessel Numbers

Official CG# \_\_\_\_\_  
State ID # \_\_\_\_\_  
Harbor ID # \_\_\_\_\_  
ADF&G# \_\_\_\_\_

Vessel Name: \_\_\_\_\_

Owner Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License No: \_\_\_\_\_ State: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Sat Ph. \_\_\_\_\_ Email address: \_\_\_\_\_ VHF freq(s) monitored \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Operator (if other than owner) \_\_\_\_\_ Phone: \_\_\_\_\_

Caretaker (for emergencies) \_\_\_\_\_ Phone: \_\_\_\_\_

Lien Holder(s): \_\_\_\_\_

Vessel insured?  Yes  No Insurance Co. \_\_\_\_\_

### Vessel Description:

Doc Length: \_\_\_\_\_ Actual Length (LOA): \_\_\_\_\_ (Include all fixed protuberances i.e. anchor pulpits, swim step, etc.)

Note: Moorage is calculated based upon LOA or length of slip, whichever is greater.

Beam \_\_\_\_\_ Draft \_\_\_\_\_ Other \_\_\_\_\_

Vessel use: (check one)  Com. Fishing  Charter  Recreation  Passenger  Cargo  Auxiliary\*  other: \_\_\_\_\_

\* Is auxiliary used in support of a commercial fishery?  Yes  No Which? \_\_\_\_\_

Hull: (check one)  Steel  Fiberglass  Wood  Aluminum

Propulsion: (check one)  Inboard  Outboard  Sail  Oars Fuel:  Diesel  Gas

Colors: Hull \_\_\_\_\_ House: \_\_\_\_\_ Trim: \_\_\_\_\_ Other: \_\_\_\_\_

Safety Equipment: Raft Type/Make \_\_\_\_\_ EPIRB:  Yes, Type \_\_\_\_\_  none

Number survival suits \_\_\_\_\_ PFDs: \_\_\_\_\_ Other Safety Equip: \_\_\_\_\_

### Required Documents:

Staff verification: Date Received Initials Comments

- Official USCG (Only documented vessels) \_\_\_\_\_
- State Registration (Residents must register in AK) \_\_\_\_\_
- Driver's License or ID Card \_\_\_\_\_
- Proof of Insurance (When requested) \_\_\_\_\_
- Credit Application (Moorage / Electricity) \_\_\_\_\_
- Waiting List Application (If necessary) \_\_\_\_\_
- Length Verification (Staff measurement) \_\_\_\_\_

I certify that the above information is true, and I agree to the **terms on the reverse side** of this form. I understand that I am liable for all fees until I formally terminate this agreement in writing at the harbor office. I understand that without pre-approved credit, payment is required in advance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(  Owner  Operator  Agent ) (Print Name)

Staff Initials: \_\_\_\_\_ H - \_\_\_\_\_

## Kodiak Vessel Mooring Agreement – Terms and Conditions

- 1. Lease of Moorage Space.** City leases moorage space to the Lessee for the mooring of the vessel described on the preceding page of this Agreement. The City is not a bailee under this Agreement, and does not accept the vessel, or its tackle, fixtures, equipment, gear or furnishings, for storage, warehousing or safekeeping. The City will assign a moorage space to Lessee at the commencement of the term of this Agreement, and thereafter may reassign moorage space as necessary for the safe and effective use of harbor facilities.
- 2. Term.** This Agreement shall become effective on the date the City assigns moorage space to Lessee. Unless terminated by the City for cause, this Agreement shall have a minimum term of 12 months, and shall continue in effect thereafter until terminated by either party.
- 3. Rent; Fees and Charges; Security Deposit.** Lessee agrees to pay the moorage rent and other fees and charges for harbor services that the City establishes from time to time in its Schedule of Fees, and the charges for electric service established by the City from time to time by tariff. Payment is due in advance unless credit is approved. Before using the moorage space, Lessee shall pay the City a security deposit equal to 25% of the annual moorage rent. After 12 months and upon Lease termination, the City will refund the deposit without interest to Lessee after deducting amounts due the City for unpaid rent, fees or charges, and for damages caused by Lessee's breach of this Agreement.
- 4. Assignment, Subletting; Sale of Vessel.** Lessee may not assign, sublet or otherwise transfer interest in this Agreement or the moorage space. Lessee shall submit a *vessel sale* form to the City within ten (10) days after the sale or transfer of any ownership interest in the vessel, and remains liable for all rent, fees and charges accrued until the City receives the *vessel sale or appropriate transfer of ownership* documents; and the vessel must be removed from the harbor upon sale unless the Harbormaster approves moorage upon application by the new owner.
- 5. Insurance and Seaworthiness.** Lessee shall keep the vessel seaworthy and capable of operating under its own power, except for a reasonable time necessary for repairs. If the City believes that a vessel is unseaworthy, Lessee shall provide either proof of adequate insurance coverage or evidence of seaworthiness from a licensed marine surveyor.
- 6. Compliance with Laws and Regulations.** Lessee shall maintain current vessel registration with the Alaska Division of Motor Vehicles or U.S. Coast Guard Documentation Center, and shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, and regulations, and the instructions of the Harbormaster.
- 7. Liability.** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, harbor facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. Lessee shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from the acts or omissions of Lessee, or Lessee's agents, employees or invitees.
- 8. Auxiliary Vessels.** Only one auxiliary vessel is permitted to each primary vessel at no charge from March 1st to November 15th when in the company of the primary vessel, except that auxiliary vessels may be left in the primary vessel's exclusive slip unaccompanied for 24 hours at no charge. An auxiliary vessel may not exceed one half the overall length of the primary vessel and not exceed a maximum length of 25 feet. Auxiliary vessels may not have an enclosed cabin and must be consistent with and designed to support the type of fishery or operation engaged in by the primary vessel.
- 9. Condition of Moorage Space.** Lessee has inspected the moorage space and the premises adjacent thereto and accepts them in their present condition. Lessee shall keep the moorage space and the premises adjacent thereto neat, clean, orderly and free from flammable substances, and will return the same to the City in as good condition, reasonable wear accepted. Lessee shall promptly submit an accident report to the City if Lessee damages any harbor facility, and notify the City when repairs are necessary. Lessee shall dispose of waste, garbage, etc. in proper receptacles. Lessee shall not dispose of any items over side.
- 10. Default; City's Remedies.** If Lessee violates any term of this Agreement, or fails to pay rent, fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following: a) terminate this Agreement, b) at Lessee's risk and expense, remove the vessel from the moorage space and/or impound the vessel until the default has been cured, and c) as provided in the City Code, sell the vessel and apply the sale proceeds to satisfy any obligation of Lessee under this Agreement.
- 11. No Waiver.** The failure of the City to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
- 12. Notices.** Billings and notices will be mailed to Lessee's address as set forth herein. Lessee shall notify the City in writing of any change in Lessee's mailing address.
- 13. Interpretations; Amendment.** Alaska law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.